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42 Minn. 503, 44 N. W. 663; *Morris Street Baptist Church* v. *Dart,* 67 S. C. 338, 100 Am. St. Rep. 727, 734. This is opposed to the view in England, See *Attorney General* v. *Pearson,* 3 Meriv. 353, holding, that civil courts must decide for themselves all questions of creed. Therefore the only questions which can arise in this country are concerned with the temporal affairs of the church. The almost universal rule is that when property is given in trust for the support of certain doctrines, the members of the church, who remain true to those doctrines, are entitled to the property as against those changing their belief, although the latter are in the majority, *Cape et al.* v. *Plymouth Congr. Church,* 117 Wis. 150, 93 N. W. 449. However there is a conflict regarding the rights of the majority in property, acquired by a church professing a particular faith, to which there is no specific trust attached. New York and Michigan hold that the majority faction may change its faith and retain the property. *Watkins* v. *Wilcox,* 66 N. Y. 654; *Wilson* v. *Livingstone,* 99 Mich. 594. As a general rule, however, the minority, even where there is no trust attached to the property, if in accord with the faith of the governing body, will prevail. *Smith* v. *Pedigo,* (Ind.) 33 N. E. 777; *Baker* v. *Ducker,* 79 Cal. 365. The facts of the principal case are rather novel in that there is no dispute as to questions of religious belief, but the controversy arises over the location of the church. The decision is sound because of the express stipulation in the constitution that, "the congregation as a body has the supreme power and government in the management of all its inner and outer affairs." Had the dispute arisen over a question of faith there is no doubt that the control of the trust property would have remained in the faction upholding the tenets of the Lutheran religion, whether such faction was in the majority or minority, 8 COLUM. L. REV. 492.

SPECIFIC PERFORMANCE—VERBAL CONTRACT FOR THE SALE OF LAND.—The plaintiff was orally promised by her aunt and uncle that if she would stay with them and conform to their views with respect to her going out in company until she was married she should have all their property when they died. The promise was accepted and fully carried out by the plaintiff but at the death of the aunt and uncle no provision had been made for the transfer of the property to her. Plaintiff, whose action for services had been barred by the statute of limitations, thereupon filed a bill for specific performance against the heirs of her aunt and uncle. *Held,* (FARMER and DUN, JJ., dissenting), specific performance will be decreed. *Gladville* v. *McDole et al.* (1910), *McDole* v. *Smith et al.,* — Ill. —, 93 N. E. 86.

Under the statute of frauds the contract was invalid. 36 CYC. 642. But the courts of equity will not permit the statute of frauds to be made the means of committing fraud. *Teske* v. *Dittberner,* 70 Neb. 544, 98 N. W. 57, 113 Am. St. Rep. 802; *Svanburg* v. *Fosseen,* 75 Minn. 350, 78 N. W. 6, 43 L. R. A. 427, 74 Am. St. Rep. 490. It is not necessary that there be fraud in the legal sense, equitable fraud is sufficient. *Gallagher* v. *Gallagher,* 31 W. Va. 9, 5 S. E. 297; *More* v. *Pierson,* 6 Iowa 279, 71 Am. Dec. 409. As a general rule part performance will take an oral contract out from the operation of the statute of frauds. *Freeman* v. *Freeman,* 43 N. Y. 34, 3 Am. Rep.

657; *Schuey* v. *Schaeffer,* 130 Pa. St. 16, 18 Atl. 544; *Union Pac. Ry.* v. *McAlpine,* 129 U. S. 305; contra: *Dean* v. *Cassiday,* 88 Ky. 572, 11 S. W. 601; *Washington* v. *Soria,* 73 Miss. 665, 19 South. 485, 55 Am. St. Rep. 555; *Pass* v. *Brooks,* 125 N. C. 129. In most of the states payment in money, services or otherwise of the whole or part of the purchase price is not a sufficient part performance. *Cooper* v. *Colson,* 66 N. J. Eq. 328; *Conlon* v. *Mission,* 39 Misc. (N. Y.) 215; *Weeks* v. *Lund,* 69 N. H. 78, 45 Atl. 49; contra: *Houston* v. *Townsend,* 1 Del. Ch. 416, 12 Am. Dec. 109; *Rawlins* v. *Shropshire,* 45 Ga. 182. Where, however, the services are of such a peculiar character that it is impossile to estimate their value by pecuniary standards, the performance of such services will authorize specific performance. *Svanburg* v. *Fosseen,* supra; *Rhodes* v. *Rhodes,* 3 Sandf. Ch. 279; *Brinton* v. *Van Cott,* 8 Utah 480, 33 Pac. 218; *Lothrop* v. *Marble,* 12 S. D. 511, 81 N. W. 885, 76 Am. St. Rep. 626. In the case of an informal adoption of a child and an oral promise to make it heir, a recovery for the pecuniary value of the services would be an inadequate remedy. *Weeks* v. *Lund,* supra; *Grantham* v. *Gossett,* 182 Mo. 651, 81 S. W. 895; *Peterson* v. *Bauer,* 83 Neb. 405, 119 N. W. 764; contra: *Grant* v. *Grant,* 63 Conn. 530, 29 Atl. 15, 38 Am. St. Rep. 379; *Dicken* v. *McKinley,* 163 Ill. 318, 54 Am. St. Rep. 471. The fact that recovery of payment for services is barred by the statute of limitations has been thought to be of controlling force when it was accompanied by circumstances not of themselves amounting to part performance. *Jorgenson* v. *Jorgenson,* 81 Minn. 428, 84 N. W. 221; *Cooper* v. *Monroe,* 77 Hun (N. Y.) 1, 28 N. Y. Supp. 222. By the weight of authority, a taking of possession or a taking of possession and making improvements in addition to payment is a sufficient part performance, *Burns* v. *Daggett,* 141 Mass. 368; *Wis. & Mich. Ry.* v. *McKenna,* 139 Mich. 43; *Workman* v. *Guthrie,* 29 Pa. St. 495, 72 Am. Dec. 654, and in a few of the states possession alone is sufficient. *Pindall* v. *Trevor,* 30 Ark. 249; *Wharton* v. *Stoutenburgh,* 35 N. J. Eq. 266.

STREET RAILROADS—LIABILITY TO PASSENGER FOR INJURY CAUSED BY OBSTRUCTION IN STREET.—D's charter as well as the general statutes, provided that it should keep all that part of the highway occupied by its tracks in safe and convenient shape for travelers and free from any obstruction, and upon a failure to do so, that it should be liable to anyone injured. P was a passenger on D's road, and was injured immediately after alighting from the street car by tripping over a disused spur-track which was almost totally hidden by grass and weeds. The jury found no contributory negligence on P's part. *Held,* that as D. had control, if not exclusive, of the point where the passenger was impliedly invited to alight, it was liable to P. for the consequences of a dangerous condition of its own making. *White* v. *Lewiston A. & W. St. Ry. Co.* (1910), — Maine —, 78 Atl. 473.

In *Mobile Light & R. R. Co.* v. *Walsh,* 146 Ala. 290, the court says that the law imposes upon the servants of a street railway company, the duty to know that the place where a car stops for a passenger to alight is a reasonably safe place, and that the passenger has a right to assume that such is the case, unless it is obviously dangerous. The rule would seem to be too broad